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10 *Attorneys for Plaintiff, Deutsche Bank National Trust Company, as Trustee for HSI Asset*
11 *Securitization Corporation Trust 2005-I1 Mortgage Pass-Through Certificates, Series 2005-I1*

12 **UNITED STATES DISTRICT COURT**
13 **DISTRICT OF NEVADA**

14 DEUTSCHE BANK NATIONAL TRUST
15 COMPANY, AS TRUSTEE FOR HSI ASSET
16 SECURITIZATION CORPORATION TRUST
17 2005-I1 MORTGAGE PASS-THROUGH
18 CERTIFICATES, SERIES 2005-I1,

19 Plaintiff,

20 vs.

21 REO INVESTMENT ADVISORS V, LLC,
22 VISCAYA HOMEOWNERS ASSOCIATION;

23 Defendants.

Case No.: 2:17-cv-00253-JAD-VCF

24 **STIPULATION AND ORDER FOR**
25 **QUIET TITLE AND DISMISSAL**
26 **WITH PREJUDICE**

ECF Nos. 54, 56

27 Plaintiff, Deutsche Bank National Trust Company, as Trustee for HSI Asset
28 Securitization Corporation Trust 2005-I1 Mortgage Pass-Through Certificates, Series 2005-I1
29 (“Deutsche Bank”), Defendant, REO Investments Advisors V, LLC (“REO”), and Defendant,
30 Viscaya Homeowners Association (“Viscaya”) (collectively, the “Parties”), by and through their
31 undersigned attorneys hereby stipulate and agree as follows:

32 1. The real property which is the subject of this case is commonly known as 5509
33 Riverwood Court, Las Vegas, Nevada 89149, APN: 125-33-511-030 (the “Property”).

34 2. On or about August 29, 2005, Cynthia L. Bryan (“Borrower”), executed a
35 \$352,400 note (“Note”) in favor of New Century Mortgage Corporation, secured by a deed of
36 trust encumbering the Property, which was recorded on September 7, 2005 in the Official

1 Records of Clark County, Nevada as Book and Instrument No. 20050907-0005603 (“Deed of
2 Trust”).

3 3. On July 20, 2011, due to delinquent homeowner’s association assessments, a
4 Notice of Delinquent Assessment (Lien) was recorded against the Property as Book and
5 Instrument No. 201107200001323 in the Clark County Recorder’s Office on behalf of Viscaya.

6 4. On April 13, 2012, a Notice of Default and Election to Sell Under Homeowners
7 Association Lien was recorded against the Property as Book and Instrument No.
8 201204130001284 in the Clark County Recorder’s Office on behalf of Viscaya.

9 5. On November 18, 2014, a Notice of Trustee’s Sale was recorded against the
10 Property as Book and Instrument No. 20141118-0001448 in the Clark County Recorder’s Office
11 on behalf of Viscaya.

12 6. On December 17, 2014, a non-judicial foreclosure sale occurred whereby REO
13 acquired the Property for \$152,000.00. On January 13, 2015, a Trustee’s Deed Upon Sale was
14 recorded as Book and Instrument No. 20150113-0000030 in the Clark County Recorder’s Office.

15 7. On January 30, 2017, this action was commenced.

16 8. The Parties have now come to a resolution regarding their respective claims and
17 interests in the Property.

18 9. The Parties have executed a settlement agreement, the terms of which are
19 confidential, but under which Deutsche Bank agrees to forego all right, title and interest in the
20 Property and to disclaim its interest thereto, for agreed-upon consideration.

21 10. By virtue of the settlement and Deutsche Bank’s disclaimer, title to the Property is
22 and hereafter shall be vested in REO, free and clear of all right, title and interest claimed by
23 Deutsche Bank, its successors and assigns, under the Deed of Trust. The Court may enter an
24 order to this effect. Notwithstanding the foregoing, the Property shall remain bound and subject
25 to any and all covenants, conditions, restrictions, and reservations of rights of the governing
26 association(s) and amendments thereto, as well as any and all easements, rights-of-way, and
27 mineral restrictions of record. In addition, the settlement does not in any form or manner
28 preclude Viscaya from collecting future assessments, fines, fees, and/or other costs assessed or

1 from enforcing its ongoing lien rights on the Property under NRS Chapter 116, the Governing
2 Documents, and Nevada law.

3 11. All other claims asserted by or against any of the Parties hereto shall be dismissed
4 with prejudice.

5 12. Nothing in this stipulation should be construed as intended to benefit any other
6 party not identified as the Parties hereto, and in particular, shall not constitute a waiver or
7 relinquishment of any claims by Deutsche Bank or its successors against the Borrower.

8 13. Each Party shall bear its own fees and costs incurred in this litigation and
9 settlement.

10 **IT IS HEREBY STIPULATED AND AGREED** that judgment for quiet title shall be
11 granted in favor of REO;

12 **IT IS FURTHER STIPULATED AND AGREED** that the above-referenced matter,
13 including all remaining claims for relief thereto, by and between all Parties, shall be dismissed
14 with prejudice;

15 **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and
16 Order is intended to be, or will be, construed as an admission of the claims or defenses of the
17 Parties;

18 **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in
19 no way intended to impair the rights of Deutsche Bank and its successor (or any of its authorized
20 agents, investors, affiliates, predecessors, successors, and assigns) to pursue any and all remedies
21 against the Borrowers, as defined in the Note, that they may have relating to the Note, including
22 the right to sue the Borrowers for any deficiency judgment;

23 **IT IS FURTHER STIPULATED AND AGREED** that each party shall bear its own
24 attorney's fees and costs; and

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26 ///

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1 **IT IS FURTHER STIPULATED AND AGREED** that a copy of this Stipulation and
2 Order for Quiet Title and Dismissal With Prejudice may be recorded with the Clark County
3 Recorder.

4 **IT IS SO STIPULATED.**

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15 *Mortgage Pass-Through Certificates, Series*
2005-II

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23 *Association*

ORDER

Based on the parties' stipulation [ECF No. 54] and good cause appearing,

IT IS HEREBY ORDERED that **final judgment on the parties' competing quiet-title claims is entered in favor of REO Investments Advisors V, LLC**; IT IS FURTHER DECLARED that REO Investments Advisors V, LLC owns the property known as 5509 Riverwood Court, Las Vegas, Nevada 89149, APN: 125-33-511-030, free and clear of the Deed of Trust recorded on September 7, 2005, in the Official Records of Clark County, Nevada, as Book and Instrument No. 20050907-0005603; and **all other claims by and between all parties are DISMISSED** with prejudice, each party to bear its own fees and costs.

The Clerk of Court is directed to ENTER JUDGMENT accordingly, **grant [ECF No. 56]** the ex parte motion to remove attorney Dana Jonathon Nitz, Esq. from the service list; and CLOSE THIS CASE.


UNITED STATES DISTRICT COURT JUDGE

DATED: 5-27-2020